

SUMMARY OF THE DOCUMENT TO BE SERVED
ELEMENTS ESSENTIELS DE L'ACTE

134

Convention on the service abroad of judicial and extrajudicial documents in civil or commercial matters, signed at The Hague, November 15, 1965.

Convention relative à la signification et à la notification à l'étranger des actes judiciaires et extrajudiciaires en matière civile ou commerciale, signée à La Haye, le 15 Novembre 1965.

(article 5, fourth paragraph)
 (article 5, alinea 4)

Person or authority:
 Person requirante:

Diane K. Myers

APS INTERNATIONAL, LTD

APS International Plaza, 7800 Glenroy Road, Minneapolis, Minnesota 55439-3122, U.S.A.

to 5 of the Convention

Burns v. Grupo Mexico S.A. de C.V.

Order, Supplemental Summons and Second Amended Verified Complaint, Supplemental Summons and First Amended Verified Complaint,
 with Certification, Summary of the Document to be Served, Translation

JUDICIAL DOCUMENT**
ACTE JUDICIAIRE

Content of document:

The purpose of this document is to inform Grupo Mexico, S.A. de C.V.

that suits have been started against them and that they have been joined as a defendant.

In the proceedings and, where appropriate, the amount in dispute.

In the case échéant, le montant du litige: Plaintiffs' claims against the defendant is for damages and other relief in an amount as a result of the defendant's constructive fraud, actual fraud, and fraudulent conveyance.

Defendant's appearance**:

Defendant is required to answer the complaint and serve a copy of the answer on plaintiffs' attorneys, MENBERG, P.C., 180 Maiden Lane, New York, NY 10038 USA / BARON & BUDD, The Centrum, Suite 1100, 3102 West Dallas, Texas 75219 USA within 30 days after service of the attached documents.

Defendant's consent**:

N/A

to reimburse the expenses of

N/A

Content of the document**:

Defendant has 30 days after service of the attached documents in which to answer the complaint and the answer upon plaintiffs' attorneys.

ont le détail figure au

ous and First Amended

may result in the plaintiff(s) taking a default judgment against the defendant for the relief demanded in the

EXTRAJUDICIAL DOCUMENT**
ACTE EXTRAJUDICIAIRE

Content of the document:

N/A

Content of the document**:

Defendant dans l'acte N/A

Address of the person interested in the transmission of the document.
 Adresse de la personne intéressée à la transmission de l'acte.

At an IAS Part 60 of the Supreme 135
Court of the State of New York,
County of New York, at the
Courthouse located at, 60 Centre
Street, New York, New York on the
16 day of December 2004.

PRESENT:

B. Friedman

Justice

PHILIP NELSON BURNS, MIRIANA
PAVKOVICH, Administrator of the Estate of
Rade Pavkovich, Deceased, and WARREN
HELMER HALEPAP,

Plaintiff(s),

-against-

Index No.: 114728/04

PROPOSED ORDER

GRUPO MEXICO S. A. de C.V., a Mexican
Corporation, SOUTHERN PERU HOLDING
CORPORATION, a Delaware Corporation,
SOUTHERN PERU HOLDING CORPORATION
II, a Delaware Corporation, GRUPO MINERO
MEXICO INTERNACIONAL S. A. DE C.V., a
Mexican Corporation, COMPANIA MEXICANA
de COBRE, a Mexican Corporation, JP
MORGAN CHASE & COMPANY f/k/a CHASE
MANHATTAN BANK & TRUST COMPANY,
a Delaware Corporation AMERICAS MINING
CORPORATION, a Delaware Corporation,
ERNST & YOUNG LLP, ERNST & YOUNG
CORPORATE FINANCE, LLC, GERMAN
LARREA MOTA-VAELASCO, Officer and
Director of ASARCO, Inc., OSCAR GONZALES
ROCHIA Officer and Director of ASARCO, Inc.,
DANIEL TELLECHEA SALIDO Officer and
Director of ASARCO, Inc.

Defendant(s)

FILED

DEC 20 2004

NEW YORK
COUNTY CLERK'S OFFICE

Upon reading the Notice of Motion dated November 30, 2004, the affirmation of Gary Klein, Esq., affirmed the 1st day of December, 2004 in support of said motion, and there being no opposition thereto it is hereby

ORDERED, that Plaintiffs Motion to Appoint Special Process Server to Effect Service of Process on an Unauthorized Foreign Corporation Pursuant to the Hague Convention is **GRANTED**; and it is further

ORDERED, that APS International, Ltd. is authorized to effect service of process on the defendants, Grupo Mexico S. A. de C.V., Grupo Minero Mexico Internacional, Compania Mexicana de Cobre, German Larrea Mota-Velasco, Oscar Gonzales Rocha and Daniel Tellechea Salido in Mexico in accordance with the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil or Commercial Matters, TIAS #10072 (U.S. Treaties & Other International Acts) and 20 UST 361 (U.S. Treaties & Other International agreements) and International Law.

ENTER

J.S.C.

BERNARD J. FRIED
J.S.C.

NO 164860

CITY OF NEW YORK
COUNTY OF NEW YORK
CLERK OF THE COURT
IN SENATE BUILDING
NEW YORK, N.Y. 10002

FILED

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CITY OF NEW YORK
CLERK OF THE COURT
IN SENATE BUILDING
NEW YORK, N.Y. 10002

12/20/04

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IN SENATE BUILDING

NEW YORK, N.Y. 10002

FILED
DEC 20 2004
NEW YORK
COUNTY CLERK'S OFFICE

COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

EMILION BURNS, MIRJANA PAVKOVICH,
Administrator of the Estate of Rade Pavkovich, Deceased,
WARREN ELMER HALFPAP,

Plaintiffs,

Against-

EMP MEXICO S. A. de C.V., A Mexican Corporation, et al.

Defendants.

PROPOSED ORDER

Attorneys for

WEITZ & LUXENBERG, P.C.

180 Maiden Lane
New York, NY 10038
(212) 558-5500

Under NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York
certifies that upon information and belief and reasonable inquiry, the contentions contained in the
document are not frivolous.

Signature

Print Signer's Name

A true copy of the within

is hereby admitted.

Attorney(s) for

TAKE NOTICE

that the within is a (certified) true copy of a
entered in the office of the clerk of the within named Court on

that an Order of which the within is a true copy will be presented for settlement to the
Hon. one of the judges of the within named Court.

20

at

M.

WEITZ & LUXENBERG, P.C.

Attorneys for

180 Maiden Lane
New York, NY 10038

Attorney(s) for

COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

NELSON BURNS, MIRJANA
COVICH, Administrator of the Estate of
Covich, Deceased, and WARREN
HATPAP,

Plaintiff(s),

against-

MEXICO S. A. de C.V., a Mexican
SOUTHERN PERU HOLDING
CORPORATION, a Delaware Corporation,
PERU HOLDING CORPORATION
a Delaware Corporation, GRUPO MINERO
INTERNACIONAL, S. A. DE C.V., a
Corporation, COMPANIA MEXICANA
CORP., a Mexican Corporation, JP
CHASE & COMPANY f/k/a CHASE
BANK & TRUST COMPANY,
a Corporation AMERICAS MINING
CORPORATION, a Delaware Corporation,
YOUNG LLP, ERNST & YOUNG
CORPORATE FINANCE, L.L.C., GERMAN
MOTA-VAELASCO, Officer and
of ASARCO, Inc., OSCAR GONZALES
an Officer and Director of ASARCO, Inc.,
EL TELLECHEA SALIDO Officer and
of ASARCO, Inc., CREDIT SUISSE
BOSTON, INC., CREDIT SUISSE FIRST
BANK, LLC and CREDIT SUISSE FIRST
BANK (USA), INC.

Defendant(s)

Above named Defendants

You are hereby summoned to answer the Complaint in this action and to serve a copy of
answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance,

Index No.: 04/114728

SUPPLEMENTAL SUMMONS

FILED

FEB 17 2005

**NEW YORK
COUNTY CLERK'S OFFICE**

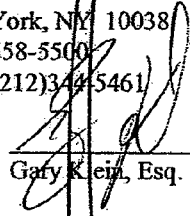
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Attorney(s) within 20 days after the service of this summons, exclusive of the day
(or within 30 days after the service is complete if this summons is not personally delivered
in the State of New York); and in case of your failure to appear or answer, judgment will
be entered against you by default for the relief demanded in the Complaint.

WEITZ & LUXENBERG, P.C.
A New York Professional Corporation
180 Maiden Lane
New York, NY 10038
(212) 558-5500
FAX (212) 344-5461

By:


Gary Klein, Esq.

BARON & BUDD
A PROFESSIONAL CORPORATION
Alan B. Rich, Esq.
The Centrum, Suite 1100
3102 Oak Lawn Avenue
Dallas, Texas 75219
(214) 521-3605
FAX: (214) 520-1181

No. 193016

STATE OF NEW YORK
COUNTY OF NEW YORK, SS:
I, NORMAN GOODMAN,
COUNTY CLERK AND CLERK
OF THE SUPREME COURT,
NEW YORK COUNTY,
DO HEREBY CERTIFY ON

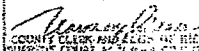
MAR 28 2005

THAT I HAVE COMPARED THE
COPY WITH THE ORIGINAL
FILED IN MY OFFICE ON

2/17/05

AND THAT THE SAME IS A
CORRECT TRANSCRIPT
THEREOF AND OF THE
WHOLE OF SUCH ORIGINAL.

IN WITNESS WHEREOF,
I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY
OFFICIAL SEAL.


COUNTY CLERK AND CLERK OF THE
SUPREME COURT, NEW YORK COUNTY
FACSIMILE SIGNATURE USED
PURSUANT TO SEC. 503,
COUNTY LAW.

FEE PAID

FILED
2/17/05
COUNTY CLERK
NEW YORK COUNTY

COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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PHILSON BURNS, MIRJANA
JUDGE, Administrator of the Estate of
Deceased, and WARREN
HALFPAP,

Plaintiff(s),

Index No.: 04114728

against-

**SECOND AMENDED
VERIFIED COMPLAINT**

MEXICO S. A. de C.V., a Mexican
SOUTHERN PERU HOLDINGS
CORPORATION, a Delaware Corporation, SPHC
CORPORATION, a Delaware Corporation, GRUPO
MEXICO INTERNACIONAL, S. A.
a Mexican Corporation, MEXICANA
S. A. de C.V. a Mexican Corporation,
GLADORA MINERA MEXICO, S.A. de
C.V. a Mexican Corporation, JP MORGAN
CHASE & COMPANY f/k/a CHASE
BANK & TRUST COMPANY,
a Corporation, AMERICAS MINING
CORPORATION, a Delaware Corporation,
YOUNG LLP, ERNST & YOUNG
CONSULTING FINANCE, LLC, GERMAN
MOTA-VELASCO, Officer and
of ASARCO, Inc., OSCAR GONZALEZ
Officer and Director of ASARCO, Inc.,
SUISSE FIRST BOSTON, INC.,
SUISSE FIRST BOSTON, LLC and
SUISSE FIRST BOSTON (USA), INC.

Defendant(s)

by their attorneys, WEITZ & LUXENBERG, P.C. and BARON & BUDD, P.C. for

against Defendants respectfully allege as follows:

PRELIMINARY STATEMENT

This case concerns the acquisition and systematic liquidation of a multi-billion

hundred year old, U.S. Corporation for the benefit of foreign investors and to the
 of resident creditors. The companies and assets which made up Asarco Incorporated
 (ASARCO) were raided, sold for profit and transferred beyond the direct reach of individuals
 injured and owes compensation.

This action arises under the New York Fraudulent Conveyance Act, DEBT. &
 170 *et seq.* and the common law of New York concerning fraud. Plaintiffs all have
 against ASARCO for personal injuries related to asbestos exposure, and are all creditors
 of ASARCO. Plaintiffs bring this action on behalf of themselves and as a plaintiff class, as
 (referred to hereinafter as the "Plaintiff Class").

JURISDICTION, VENUE & CHOICE OF LAW

Jurisdiction and venue are proper in the State of New York and New York County

in N.Y. C.P.L.R. art. 5 § 503. New York State Law governs plaintiffs' claims for

The parties and the principal transfers complained of herein all have a significant
 connection with this jurisdiction. At the time of the Leveraged Buyout ("LBO"), ASARCO's
 corporate headquarters was located in New York City. The corporate headquarters of defendant
 Chase & Company f/k/a Chase Manhattan Bank & Trust Co. ("Chase") is located in
 New York City.

All defendants are authorized to transact business in the state and/or have
 been engaged to supply goods and services within the state. All defendant corporations and business
 have committed tortious acts within the state of New York.

ASARCO, defendant Grupo Mexico S.A. de C.V. ("GRUPO MEXICO"),

1) Americas Mining Corporation ("AMC") and defendant CHASE have all contractually
2) although they might have had to contest the jurisdiction of this Court relating to the
3) issues contested herein. Further, these defendants have designated within those same
4) that New York State Law governs principal transactions involved in the LBO.

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5) Defendant Ernst & Young, LLP and Ernst & Young Corporate Finance LLC
6) only conduct business in this state and county.

7) Defendants Credit Suisse First Boston, Inc., Credit Suisse First Boston, LLC and
8) Credit Suisse First Boston (USA) Inc.'s (collectively "CSFB") principal offices are located in
9) New York City, New York.

10) The State of New York has the most significant interest in the outcome of this

Plaintiffs

11) Plaintiffs are present unsecured creditors of ASARCO whose claims have not
12) been satisfied. Plaintiffs are persons who were injured by ASARCO and whose tort claims were
13) filed and unfiled against ASARCO at the time of the fraudulent conveyance(s) at issue.
14) Plaintiffs all have "claims" against ASARCO and are therefore "creditors" as that term is defined
15) in the New York Fraudulent Conveyance Act ("the Act"), N. Y. DEBT & CRED. § 270.

16) The Plaintiffs are by name and citizenship: PHILLIP NELSON BURNS, a citizen
17) of the State of Arizona; MIRJANA PAVKOVICH, Administrator of the Estate of Rade
18) Pavovich, Deceased, a citizen of the State of Arizona; and WARREN ELMER HALFPAP, a
19) citizen of the State of New York.

Defendants

20) Defendant GRUPO MEXICO S. A. de C.V. ("GRUPO MEXICO") is a Mexican

GRUPO MEXICO may be served with process pursuant to the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (the Convention) by providing the Summons and Complaint in proper form to the Mexican Central Authority, which will provide formal service upon GRUPO MEXICO S.A. DE C.V., at its headquarters at Avenue Baja California 200, Colonia Roma Sur, 06760, Mexico City, Mexico.

Names herein to "GRUPO MEXICO" include GRUPO MEXICO S.A. de C.V. and its subsidiaries and affiliates, defendants Americas Mining Corporation ("AMC"), Controladora Minera Mexico, S.A. de C.V. ("CMM"), Grupo Mexico Minera Mexico Internacional, S.A. de C.V. ("GMMI") and Mexicana de Cobre S.A. de C.V.

13. Defendants SOUTHERN PERU HOLDINGS CORPORATION ("SPHC") and SPHC II are incorporated in the State of Delaware and maintain their corporate offices at 2575 East Camelback Road, Phoenix Arizona, 85016. The registered service address for both SPHC and SPHC II is the Corporation Trust Center, 1209 Orange Street, Wilmington Delaware, 19801. SPHC is a holding company and was formed as a wholly owned subsidiary of ASARCO to facilitate the transfer of ASARCO's interest in Southern Peru Copper Corporation ("SPCC") to defendant GRUPO MEXICO and/or its affiliates.

14. Defendant GRUPO MEXICO MINERO MEXICO INTERNACIONAL, S.A. DE C.V. ("GMMI") is a Mexican corporation. GMMI may be served with process pursuant to the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (the Hague Convention) by providing the Summons and Complaint in proper form to the Mexican Central Authority, which will provide formal service upon GRUPO MEXICO MINERO MEXICO INTERNACIONAL, S.A. DE C.V., at its headquarters at Avenue Baja California 200, Colonia Roma Sur 06760 Mexico City, Mexico.

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16 Defendant MEXICANA de COBRE S.A. de C.V. is a Mexican corporation.
17 MEXICANA de COBRE S.A. de C.V. may be served with process pursuant to the Convention
18 Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters
19 (Convention) by providing the Summons and Complaint in proper form to the
20 Central Authority, which will provide formal service upon MEXICANA de COBRE
21 S.A. de C.V., at Kilometro 21 Carretera Nacozari Agua Prieta, 84346, Nacozari de Garcia,
22 Mexico.

23 Defendant CONTROLADORA MINERA MEXICO, S.A. de C.V.
24 This Mexican Corporation may be served with process pursuant to the Convention on
25 Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (the
26 Convention) by providing the Summons and Complaint in proper form to the Mexican
27 Authority, which will provide formal service upon CONTROLADORA MINERA
28 S.A. de C.V., at its headquarters at Avenue Baja California 200, Colonia Roma
29 760 Mexico City, Mexico.

30 Defendant AMERICAS MINING CORPORATION ("AMC") is incorporated in
31 Delaware and maintains its principal place of business at 2575 East Camelback
32 Phoenix, Arizona, 85016. AMC is a wholly owned subsidiary of defendant GRUPO
33

34 Defendant JP MORGAN CHASE & COMPANY f/k/a CHASE MANHATTAN
35 ("Chase") is a Delaware Corporation whose corporate headquarters are located in New
36 York, New York. Chase Manhattan Bank is a "legacy" company of JP Morgan Chase & Co.

37 Defendant ERNST & YOUNG, LLP and Defendant ERNST & YOUNG

...RATE FINANCE, LLC (collectively "Ernst & Young") are limited liability companies . . .

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...ing firms with worldwide offices including offices in New York City, New York.

Defendants CREDIT SUISSE FIRST BOSTON, INC., a Delaware Corporation, CREDIT SUISSE FIRST BOSTON, LLC a Delaware Limited Liability Company and CREDIT SUISSE FIRST BOSTON (USA), INC. a Delaware Corporation (collectively "CSFB") served as advisor to ASARCO's Board of Directors at the time of the LBO and a commercial bank that financially backed the LBO and profited from the transaction. CSFB does business in New York City but regularly conducts business in New York City and the State of New York. The corporate office of each CSFB entity is Eleven Madison Avenue, New York N.Y.

Defendant GERMAN LARREA MOTA-VELASCO was the Chairman and Chief Executive Officer of ASARCO from November 1999 and at the date of the transfer of SPCC to ASARCO. He was also Chairman of the Board of SPCC and Chief Executive Officer and Chairman of the Board of GRUPO MEXICO, and he owes a fiduciary duty to ASARCO's creditors, including plaintiffs. Mr. Mota-Velasco may be served with process pursuant to the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (the Convention) by providing the Summons and Complaint in proper form to the Central Authority, which will provide formal service upon Mr. Mota-Velasco at his place of business at Avenue Baja California 200, Colonia Roma Sur 06760 Mexico City,

Defendant OSCAR GONZALEZ ROCHA was a Director of ASARCO at the time of the transfer of SPCC to AMC. At that time he was also President, General Director and Operating Officer of SPCC, and he owes a fiduciary duty to ASARCO's creditors,

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The plaintiffs. Mr. Rocha may be served with process at his place of business at its
place of business at 2575 East Camelback Road, Phoenix, Arizona.

PLAINTIFF CLASS

23. The Plaintiff Class is defined as: All persons who were exposed to, inhaled,
or otherwise absorbed asbestos or asbestos containing products in the course of their
employment during non-occupational work projects (including but not limited to, home and
driveway repairs, maintenance and remodeling) and/or in other ways, which were
manufactured, sold, distributed or installed directly or indirectly by ASARCO, Inc. and have or
contract asbestos related diseases. All members of the Plaintiff Class are unsecured
creditors of ASARCO, entitled to judgment against the Defendants and Defendant Class who
through negligent and intentional acts, fraudulently conveyed and/or facilitated the conveyance of
ASARCO's principal assets which should rightfully be available to compensate the Plaintiff
for injuries arising from ASARCO's tortious conduct.

DEFENDANT CLASS

24. The Defendant Class is defined as all named defendants who participated in and
benefited from the liquidation of ASARCO's principal assets.

BACKGROUND ALLEGATIONS

ASARCO BEFORE THE LEVERAGED BUYOUT

25. Prior to the leveraged buyout of ASARCO by GRUPO MEXICO, ASARCO's
publicly filed financial statements portrayed ASARCO as a solvent, international, publicly
traded corporation, listed on the New York Stock Exchange with more than four billion dollars in
assets and a low debt to asset ratio.

26. However, the Defendants, including the Officers and Directors of ASARCO, were

multiple claims against the company for environmental cleanup relating to ASARCO's
and smelting operations in the United States and thousands of asbestos related personal

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claims stemming from the operation of ASARCO's own facilities and those of two of
ASARCO's subsidiaries Capco Pipe Company (asbestos product manufacturer and distributor)
and Amiante du Quebec (LAQ) (asbestos mining operation).

Taking these present and anticipated creditor claims into account, ASARCO was
facing insolvency prior to the LBO.

ASARCO's Directors decided to sell the company. The Directors, all insiders and
officers of ASARCO, entertained and accepted tender offers from Phelps Dodge
and defendant GRUPO MEXICO.

The sale of ASARCO and the liquidation of the company's principal assets prior
to settlement of its environmental claims, including asbestos claims, and its other anticipated
creditor claims, unlawfully favored shareholders at the expense of creditors including

OVERVIEW OF GRUPO MEXICO'S TENDER OFFER AND INTEGRATED PLAN OF LIQUIDATION

GRUPO MEXICO offered to purchase ASARCO's stock for cash through a
leveraged buyout. GRUPO MEXICO's tender offer consisted of \$29.75 per share, a guarantee of
a loan from Chase and other lenders including CSFB to ASARCO to repurchase its own stock
in the amount of \$1.2 billion dollars in "pre-existing corporate debt." GRUPO MEXICO's
offer did not, however, involve actually paying-off all of ASARCO's "pre-existing corporate

GRUPO MEXICO would then force ASARCO to become responsible for the loan

and the other lenders, requiring ASARCO (rather than GRUPO MEXICO) to pay for its debt by GRUPO MEXICO. ASARCO was thus forced to repay the loans made to GRUPO MEXICO by cannibalizing itself through the sale of its own assets.

As for the "pre-existing corporate debt" most of the debt was not owed or by ASARCO. This debt was SPCC's, and it arose out of an expansion project of copper mining operations. Nevertheless, upon information and belief, GRUPO MEXICO also required that assets of ASARCO be liquidated to pay down SPCC's debt. Having used its own assets to pay down SPCC's debt, ASARCO transferred its SPCC debt to GRUPO MEXICO for unreasonably small consideration.

GRUPO MEXICO'S PURCHASE AND PRIVATIZATION OF ASARCO

In November 1999, GRUPO MEXICO purchased ASARCO in a "bust up" wherein the non-mining assets of ASARCO were sold to finance the purchase.

The acquisition of ASARCO by GRUPO MEXICO was accomplished through the tender offer repurchase of ASARCO's stock. Prior to its tender offer, GRUPO MEXICO, a subsidiary, acquired slightly more than 9% of the outstanding ASARCO common stock and was the company's largest, single shareholder. As ASARCO repurchased its own stock, GRUPO MEXICO's ownership interest in ASARCO increased.

In connection with the acquisition, GRUPO MEXICO caused ASARCO to merge with a GRUPO MEXICO merger subsidiary with "ASARCO" being the survivor. GRUPO MEXICO's ASARCO stock was then transferred to another holding company, defendant American Mining Corporation (AMC).

After redemption/share repurchase of the other ASARCO shareholders, GRUPO MEXICO privatized ASARCO in anticipation of liquidating its non-mining assets. ASARCO

delisted from the New York Stock Exchange, and ASARCO was no longer required to file financial reports.

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In a series of related, integrated and designed transactions, GRUPO MEXICO acquired ASARCO by means of a leveraged buyout for less than fair consideration, without good cause and in derogation of creditors' rights, including plaintiffs'.

GRUPO MEXICO's acquisition costs for the purchase of ASARCO were paid in part by money borrowed by ASARCO. In November 1999, GRUPO MEXICO negotiated with Chase Bank to obtain financing to redeem ASARCO's stock.

To pay initial acquisition costs, GRUPO MEXICO caused ASARCO (through the MEXICO merger subsidiary) to borrow eight hundred seventeen million dollars (\$177,000,000) ("acquisition loan") from defendant Chase.

Chase also set up and syndicated a four hundred fifty million dollar (\$450,000,000) revolving line of credit for ASARCO which added to the company's debt load and interest service.

As collateral, ASARCO pledged its ownership interest in SPCC, Enthone-OMI, and related companies (collectively "Enthone") and American Limestone Company and related companies (collectively "American Limestone"). (SPCC, Enthone and American Limestone are collectively referred to herein as "ASARCO's principal assets"). As a part of GRUPO MEXICO's acquisition and in anticipation of transfer to GRUPO MEXICO, ASARCO transferred its SPCC stock in a wholly owned subsidiary and holding company, Southern Peru Corporation ("SPHC"). At the time of acquisition, ASARCO owned approximately 90% of the voting stock of SPCC.

Chase and the other participating banks expected to be paid, and were paid, as